



**REQUEST FOR PROPOSALS  
2015-11**

**Heating and Air Conditioning  
Maintenance and Repair Services  
Energy Management System**

**JUNE 1, 2015**

**Issued by:  
NH Liquor Commission**



**PO Box 503, Concord, NH 03302**

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## **EXHIBITS**

**Exhibit A** - No Response Form

**Exhibit B** - Contract Terms and Conditions (General Provisions, Form P-37 (v. 1/09))

**Exhibit C** - Proposal and Addendum Acknowledgement

**Exhibit D** - Store Information List and Inventory

**TABLE 1: SCHEDULE OF EVENTS**

The following table sets forth the Schedule of Events for this RFP. The Schedule of Events is subject to change at the sole discretion of the N.H. Liquor Commission. Any changes will be posted on the N.H. Liquor Commission official website located at [www.nh.gov/liquor](http://www.nh.gov/liquor). Respondents are responsible for checking the website for any schedule changes.

<b><u>Events</u></b>	<b><u>Responsibility</u></b>	<b><u>Date</u></b>
Request for Proposals Issued:	Issuing Office	Monday, June 1, 2015
Deadline to Submit Inquiries By Electronic mail to NHLC Issuing Officer (“Closing Date”)	Potential Respondents	Wednesday, June 3, 2015 at 4:00 pm
NHLC Anticipated Date to Issue Responses to Potential Respondent Inquiries	Issuing Office	Friday, June 5, 2015
Deadline for Submission of Sealed Proposals to Issuing Office at:  <b><u>ATTN: John Tower</u></b> 50 Storrs St, PO Box 503 Concord, NH 03302-0503	Respondents	Friday, June 12, 2015 at 11:00 am

## **PART I - GENERAL INFORMATION FOR RESPONDENTS**

### **1. PURPOSE**

The N.H. Liquor Commission (“NHLC”) seeks to procure a contractor to provide Heating Ventilation and Air Conditioning (HVAC) and associated devices annual preventative maintenance and repair services at various retail store locations throughout New Hampshire as described within. The listing of stores and equipment provided within is subject to change, if at any time a store is closed, opened, or relocated, they shall be considered part of this contract.

The NHLC is issuing this request for proposal (“RFP”) as a vehicle for soliciting and evaluating proposals from interested parties. This RFP describes the project and the NHLC’s requirements. A respondent may submit a proposal for services as further described in Section 24 of this RFP governing “Method of Award.”

### **2. ISSUING OFFICE**

This Request for Proposal (“RFP”) is issued by the NHLC that shall serve as the Issuing Office for this RFP. The Issuing Officer responsible for managing the RFP and serving as the sole point of contact is:

Mr. John Tower, Maintenance Engineer  
NH State Liquor Commission, P.O. Box 503  
Concord, NH, 03302-0503  
(tel: 603-271-1710)  
(email: jtower@liquor.state.nh.us).

All inquiries regarding this RFP must be submitted electronically to the Issuing Officer.

### **3. SCOPE**

This RFP contains instructions governing the required content of proposals, terms governing this procurement process, a description of the services sought by the NHLC, requirements that a respondent must satisfy to be eligible for consideration, evaluation criteria, a description of standard contract terms and conditions, and other requirements that must be satisfied in each proposal.

### **4. PROJECT DELIVERABLES**

The NHLC’s deliverables for this engagement consist of the following:

The State of New Hampshire Liquor Commission proposes to enter into an agreement with a contractor to provide maintenance and service for the heating and air conditioning systems and associated devices as described within; the listing of stores and equipment provided within is subject to change, if at any time a store is closed, opened, or relocated, they shall be considered part of this contract.

Note: Modifications and/or new replacement equipment added during the term of the contract is also the responsibility of the Vendor.

THIS CONTRACT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE HEATING AND AIR CONDITIONING SERVICES AT LOCATIONS LISTED AND DESCRIBED HEREIN.

Respondents must be a Qualified Services Company that is able and responsible to perform all activities and requirements set forth in the performance of this specification for services. Energy Management Systems service contractor shall be Johnson Controls Authorized Building Controls Specialist (ABCS). All Energy Management Systems are Johnson Controls Metasys brand (N30).

Respondents are recommended to visit each facility listed within, and perform a comprehensive assessment of the equipment and systems prior to submitting a response. The respondent **must** contact the store manager for each location listed in Exhibit D, and make arrangements prior to arrival. The respondent must at the time of visit request the sign-in sheet from the Store Manager.

**System Operation:** All work and costs associated with ongoing, normal equipment adjustments necessary to satisfy the building occupants and assure the continued effective and efficient operation of equipment or systems.

**Major repair service:** These services will require an estimate for work to be provided at no charge to the NHLC. In addition, the State reserves the right to get a second estimate for major repairs.

**Preventive Maintenance:** All work and costs associated with periodic inspections, tests, calibrations and adjustments required for sustaining or restoring equipment or systems to as-designed performance.

Preventative maintenance is expected to be billed at a fixed rate per store for fall and spring preventative maintenance on Part III, Item#1, any service required above and beyond normal manufacturer preventative maintenance will require an estimate to be approved by the maintenance engineer before any work is performed. Any work performed above preventative maintenance must be billed on a separate invoice at the rates listed in Part III, Item #2.

The cost shall include System Operation and Preventive Maintenance for all equipment and systems and shall further include Corrective Maintenance for the Energy Management Systems.

**Account Manager:** Provide service coordination and ensure proper delivery and documentation of the overall service program with NHSLC.

**Service Documentation:**

**Upon arrival at the site the Contractor shall sign in with the manager of the store or person in charge and after upon leaving each visit. Before leaving the job site present a written summary of the work performed and obtain the State's signature thereon. Time of day must be written in and manager must initial at time of arrival and again at time of departure.**

At the completion of each planned operational checkout, scheduled service visit or unscheduled service call, provide a complete service report to the Liquor Commission for review and record. The service report will include all adjustments made or action taken, with a clear indication of the final outcome and any adverse effect on the energy savings.

A separate work order must be made on each unit and sent in with the invoice for payment. The Liquor Commission representative is the contact person and the only one that can request services except for an emergency repair call.

The Contractor will be responsible for presenting an annual report by store on the condition of all equipment as well as recommendations for future repairs. This report must be sent to the Liquor Commission Maintenance Engineer, no later than the first Friday of January each year.

**Service Response Times:** Standard response times for all non-critical service shall be within 24 hours from time of notification. Critical service, which includes a loss of heating or a life safety situation, will be responded to within four (4) hours from time of notification. Contractor shall maintain a 24 hour phone number for emergency service requests.

**Equipment:** The systems covered by this agreement, their respective locations and manufacturers, are as follows: (Note: Modifications and/or new replacement equipment added during the term of the contract is also the responsibility of the Vendor.)

**Replacement Parts:** All replacement parts shall be new and of the same quality as that being replaced. All supplies such as coils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the contracting officer or his designated representative.



## 5. **EQUIPMENT LIST BY LOCATION**

### a) **Concord #HQ – 50 Storrs Street**

**Including Office space, Liquor store, Warehouse, Computer room**

(E M S) System  
(5) Mod Con 850 Boilers  
(1) Trane roof-top A/C chiller  
(2) Radiant Heaters  
(1) Computer room Humidifier  
(5) Motors  
(1) VFD  
(1) AHUD  
(1) Mitsubishi A/C Model # PKG36FKI  
(1) Carrier Model # 50DB008400DA Combination HVAC Roof top unit  
(1) GE A/C Model # BGTC060B3D  
(7) Exhaust Fans & Blowers  
(14) Dunham & Bush Unit coil heaters  
(1) Johnson Control Dry Flow Air Dryer  
(2) Air Compressors, Pneumatic Controls  
(2) Return Air Fan Units  
(3) Trane Multi-Zone Air Handling Units with Hot & Cold Decks.

### b) **Chesterfield #02 – Route 9**

(1) York Model # XP180C00S2AZZ10001A S/N N1L2243836  
  
(4) 16x20x2 (4) 16x25x2  
Belt Size BX78  
(1) York model # XP060C00B2AZZ20001A S/N N1L2251079  
  
(2) 15x20x2 (1) 14x25x2  
  
Belt Size DD  
(?) Weil McClain WGO-7 Boilers

### c) **Littleton #07 – 568 Meadow Street, Globe Shopping Center**

(E M S) System  
(1) Lennox Model # GCS161353227054  
(1) Carrier Model # 48DJE007500  
(4) 20x20x1 filters

### d) **Dover #09 – 47 Chestnut Street**

(E M S) System  
(1) Carrier Model # 40RT016410  
(1) Carrier A/H with electric heat

e) **Keene #15 – 6 Ash Brook Court**

(E M S) System

(2) Carrier Model # 48TFE012-A-511

(1) Carrier Model # 48TFE008-A-511

(1) Micro Melt Model # ERVB -1420-H23JE9

(2) Weil McLain Model #Ultra 230

(8) 20x20x2, (4) 16x20x2, (4) 20x25x2 filters

f) **Stratham #25 – Kings Highway Plaza**

(E M S) System

(1) American Standard Model # YCD0603H0BE

(1) American Standard Model # YCD090C3H0BE

(3) 16x25x1, (2) 20x25x1 filters

g) **Portsmouth #38 – Portsmouth Circle, 500 Woodbury Avenue**

(E M S) System

(2) American Standard Model # 07-YCD090C3HOB

(1) American Standard Model # YHC072A3RHA004F24

(1) Carrier split Model# 58MTB100-6

(2) Return Air Fan Units

(3) Trane Multi-Zone Air Handling Units with Hot & Cold Decks

(6) 16x25x1 filters

h) **Bristol #44 – 20 Lake Street**

(E M S) System

(4) York Roof top units Model # D2CG060N10325A

(1) 20x20x1, (1) 16x20x1, (8) 14x20x1, (4) 14x25x1 filters

i) **Ashland #46 – 46 North Main Street**

(E M S) System

(1) Carrier Model # 40QHC60300

(1) Metromactic Furnace M# LB200

(1) 20x25x1, (2) 24x24x1 filters

j) **Raymond #62 – Raymond Shopping Center, Route 27, RFD 2**

(E M S) System

(1) Carrier Model # 38ED060300

(2) Rheem gas fired/hot air Model #90 Washable filter

**k) Hooksett North #66 – I-93 North, Route 3A**

(E M S) System  
Main Air Handler  
Performance Climate Changer  
Model# CSAA035UAJ00  
Serial# K14C22218  
Boiler  
Modcon  
Model# 850  
Serial# 092313B1073476  
  
Condensing Unit  
Trane  
Model# RAVJC404BC1300D000000  
Serial# C14E02606

**l) Hooksett South #67 – I-93 South, 25 Springer Road**

(E M S) System  
Main Air Handler  
Performance Climate Changer  
Model# CSAA035UAJ00  
Serial# K14C22002  
  
Boiler  
Modcon  
Model# 850  
Serial# 092413B1073587  
  
Condensing Unit  
Trane  
Model# RAVJC404BC1300D000000  
Serial# C14E026064

**m) Nashua #69 – 25 Coliseum Avenue**

(E M S) System  
(9) Heat Pumps – FHP ES-Series  
(2) Model #ES024-4HZC  
(2) Model #ES048-4HZC  
(2) Model #ES060-4HZC  
(3) Model #ES071-1HZC  
(1) Energy Recovery Ventilator – Venmar Model # VHC42PP2XGBBSHRDBAA  
(1) Kitchen Exhaust Fan – Captive Air Model# NCA14FA  
(1) InLine Fan – Cative Air Model #SIBD080A-CA  
(4) Circulating Pumps – Taco Model# KV3006 – (2) 1.5hp & (2) 5hp

n) **Hampton South #73 – I-95 South**

(E M S) System

- (1) Olsen Oil fired hot furnace Model #BCL170
- (2) Weil Mclain Model # AB-WGO-7
- (1) Dels Champs Air Handling Unit Model # EZA2285
- (1) Trane Air Handling Unit Model # mccaol4booboou
- (1) Trane CHU Model # ffd12o1bnodba
- (2) Taco Heat Pumps Model # 1614c3n2
- (1) Taco Heat Pump Model # 0014-f1
- (1) Taco Heat Pump Model # 0013-f3
- (1) Trane RAUC-IOM-12 Condensing Unit
- (6) VAV units Model #s VAV-IN-23 & VAV-IOM-8M
- (8) 16x25x2 filters

o) **Hampton #76 – I-95 North**

(E M S) System

- (1) Lochinvar Model # pbl0502 Boiler
- (1) A/C 48.5 Ton Mcquay Model # ALP055C
- (2) Model Ad Air Cooled Condensing Units & Air Handlers Model # AD060H
- (3) Cook Exhaust fans Model # GEM640
- (1) Cook Exhaust Fan Model # GEM111
- (1) Cook Exhaust Fan Model # GEM420
- (1) Lochinvar Gas Boiler Model # PBN0750
- (2) McQuay Unit Heaters Model # UHH-0528
- (1) McQuay Unit Heater Model # UHH-0228
- (2) McQuay Cabinet Heaters Model # CHF003A
- (2) McQuay Air Handlers with Heating & Cooling Coils
- (1) McQuay Model # ALP055C
- (1) McQuay Model # SCB121BR (Entry Vestibule)
- (1) McQuay Model # SCB081B (Exit)
- (1) EZ Aire Fresh Air Reclaim Model #EZA-2285 (Restroom)
- (1) Reznor Heating Unit Model # X100-8-S-2-E
- (12) 16x25x2, (4) 18x25x1, (1) 20x25x1 filters

Note this list of locations may be revised as required during the term of the contract and will also be the responsibility of the Vendor.

## 6. MINIMUM EQUIPMENT SERVICE REQUIREMENTS AND PROCEDURES

### a) Boilers

System Operation: Perform the following procedures two (2) times during the heating season:

- Inspect equipment and confirm proper operation.
- Check combustion air and venting for any obstructions or leaks.
- Check for any boiler hot water leaks.
- Written report of service.
- Note any deficiencies and recommend remedies.

Preventative Maintenance: Perform the following procedures on an annual basis:

- Shutdown.- June 1<sup>st</sup> (weather permitting)
- Start-up -. September 1<sup>st</sup> (weather permitting)
- Burner service.
- Manufacturer recommended preventive maintenance tasks.
- Combustion efficiency test.
- Written report of service.
- Note any deficiencies and recommend remedies.

The Liquor Commission will perform the following on a periodic basis:

- Monitor boiler operation through EMS. Report any problems to Contractor.
- Visually inspect equipment for proper operation.

### b) Chiller

System Operation: Perform the following procedures two (2) times during the cooling season:

- Inspect equipment and confirm proper operation.
- Written report of service.
- Note any deficiencies and recommend remedies.

Preventative Maintenance: Perform the following procedures on an annual basis:

- Start-up. -. June 1<sup>st</sup> (weather permitting)
- Shutdown.- September 1<sup>st</sup> (weather permitting)
- Manufacturer recommended preventive maintenance tasks.
- Written report of service.
- Note any deficiencies and recommend remedies.

The Liquor Commission will perform the following on a periodic basis:

- Monitor chiller through EMS. Report any problems to Contractor.
- Visually inspect equipment for proper operation.

### c) Air Handling Unit(s), Radiant heaters, Computer room humidifier

**System Operation: Perform the following procedures each season or four (4) times annually:**

- Inspect equipment and confirm proper operation.
- Written report of service. Note any deficiencies and recommend remedies.

Preventative Maintenance: Perform the following procedures on an annual basis:

- Start-up - Radiant heaters
- Shutdown - Radiant heaters
- Manufacturer recommended preventive maintenance tasks.
- Adjust blower sheave and replace damaged belts - Air Handling Unit(s)
- Air filter replacement - Air Handling Unit(s) using pleated filters
- Burner service - Radiant heaters

Combustion efficiency test - Radiant heaters  
Inspect compressor & condensate pumps – Heat pumps  
Written report of service.  
Note any deficiencies and recommend remedies.

The Liquor Commission will perform the following on a periodic basis:  
Monitor equipment through EMS. Report any problems to Contractor.  
Visually inspect equipment for proper operation

d) **Motor(s) and Variable Frequency Drive(s)**

**System Operation: Perform the following procedures two (2) times annually:**

Inspect equipment and confirm proper operation.  
Written report of service.  
Note any deficiencies and recommend remedies.

Preventative Maintenance: Perform the following procedures on an annual basis:

Startup - Variable Frequency Drive(s).  
Shutdown - Variable Frequency Drive(s).  
Check all connections. Make any adjustments necessary.  
Check motor sheave and belts for proper tension.  
Replace damaged belts.  
Measure and record instantaneous motor and drive amps and voltage.  
Written report of service.  
Note any deficiencies and recommend remedies.

The Liquor Commission will perform the following on a periodic basis:  
Monitor equipment through EMS. Report any problems to Contractor.  
Visually inspect equipment for proper operation.

e) **Circulating Pumps**

Clean screen filters two (2) times annually.  
Inspect check valves  
Written report of service.  
Note any deficiencies and recommend remedies.

f) **Energy Management and Control System**

**Preventative Maintenance: Perform the following procedures two (2) times annually:**

Review proper operation, verify that equipment starts and stops properly, check that set points are maintained, and verify scheduling.  
Inspect control panels.  
Verify remote communications.  
Conduct point-to-point check out, including visual inspection of all field devices.  
Review software programming.  
Archive historical data stored in the EMS.  
Install software and firmware updates, as available and as needed.  
Rectify any deficiencies.  
Report any HVAC-related deficiencies not related to this contract.  
Inspect conventional controls.  
Pneumatic air compressor maintenance.  
Written report of service.  
Note any deficiencies and recommend remedies.

The Liquor Commission will perform the following on a periodic basis:  
Monitor scheduling at least monthly and adjust for schedule changes and holidays on an as-needed basis. Review historical trend data periodically to identify unusual or out-of-range condition.

Respond to alarms and rectify underlying problems.  
Maintain a log of programming changes.

The Contractor shall schedule the preventative maintenance two weeks prior to performing the service; air conditioning preventative maintenance will be scheduled in the spring and heating preventative maintenance in the fall.

**The following facility performance requirements must be maintained:**

In conditioned areas, space temperatures will be maintained between 68°F and 76°F, dry bulb during the heating season and scheduled occupied periods as controlled by the space thermostats or room sensors. These temperature requirements shall also apply to buildings that have central cooling systems. In buildings with ventilation systems, outside air must conform to ASHRAE standard 62-89, "Ventilation for Acceptable Indoor Air Quality". Where humidity control is possible in buildings, 30% - 60% relative humidity shall be maintained during periods scheduled for occupancy, or maintained at present building set points.

During unoccupied periods, the heating and/or cooling systems may be turned off. However, the systems must be so designed that before any high or low temperature or humidity conditions that could damage equipment in the spaces can occur, the heating and/or cooling system will restart and control the temperature or humidity as required. In any case, temperatures must be restored to the 68°F to 76°F range by the start of the next occupied period.

**7 GENERAL REQUIREMENTS:**

- 7.1 All work shall be performed by skilled professionals and shall be executed in a workmanlike manner in accordance with the best standards and practices of the trade and shall be repaired in kind by skilled professionals of the trades involved at no additional cost to the NHLSC
- 7.2 Major repair service will require an estimate for work to be provided at no charge to the NHLSC. In addition, the State reserves the right to get a second estimate for major repairs.
- 7.3 All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as coils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the contracting officer or his designated representative.
- 7.4 The Contractor will be responsible for presenting a report by store on the condition of all equipment as well as recommendations for future repairs. This report must be sent to the Liquor Commission representative, John Tower, no later than the first Friday of January each year.
- 7.5 A separate work order must be made on each unit and sent in with the invoice for payment. The Liquor Commission representative is the contact person and the only one that can request services except for an emergency repair call.

- 7.6 Caution to Offerors: The heating and air conditioning maintenance and services called for by this solicitation are highly critical to the needs of the Liquor Commission. All contractual requirements will be strictly enforced. Any contractor receiving an award here under will be held fully responsible for proper performance of contract requirements. It is expected that an initial extra effort on the part of the contractor and its personnel will be provided to create and maintain a condition of excellence.
- 7.7 The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.
- 7.8 The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the contracting officer's signature thereon.
- 7.9 The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. The Contractor shall in no way be relieved of its responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to it or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is different from what was estimated or expected, on account of the weather, elements or other causes.
- 7.10 The State reserves the right to hire equipment other than the Contractor's if the Contractor's equipment does not report ready for service within three (3) hours of the time ordered. When such equipment, other than the Contractor's is employed, any expense incurred above the contract price shall be borne by the Contractor and such additional expense shall be deducted from any money due the Contractor.
- 7.11 The Contractor will at the discovery of defective equipment subject to warranty, stop any service in progress on the equipment and document the condition. At such time the Contractor must contact the store manager and the State of New Hampshire Liquor Commission concerning the defective equipment. Warranty claims for such defective equipment shall be initiated from the State of New Hampshire Liquor Commission to the manufacturer of the product. The Contractor will provide assistance and information as needed to aid with any warranty claims.
- 7.12 **Upon arrival at the site the Contractor shall sign in with the manager of the store or person in charge and after each scheduled or emergency call, before leaving the job site present a written summary of the work performed and obtain the State's signature thereon (time of day must be written in and manager must initial at time of arrival and again at time of departure).**
- 7.13 The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform work in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with



the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this Contract.

- 7.14 The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.
- 7.15 All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 7.16 The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
- 7.17 The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
- 7.18 Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.
- 7.19 Normal Working Hours: Normal hours are considered to be 8:00 AM to 5:00 PM, Monday through Friday.
- 7.20 Other Hours: Other hours will be considered overtime, holidays, and weekends.
- 7.21 Subcontracting any portion of the contract is not permitted without prior approval from the NHLC. In the event the NHLC approves the use of subcontractors in performance of this contract, the prime contractor is not relieved of its responsibility and obligation to meet all the requirements of this agreement.
- 7.22 **BACKGROUND CHECKS**: The State may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in any facility.
- 7.23 The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.
- 7.24 The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as they deem incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security.
- 7.25 The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on the State of New Hampshire's property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All personnel shall observe all regulations or special restrictions in effect at the State Agency. The Vendor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

- 7.26 Each proposal submitted to NHLC will be evaluated based on experience and capacity to perform as required for various future projects

## **PART II - RFP TERMS AND INSTRUCTIONS**

### **1. TYPE OF CONTRACT**

Fixed Fee Contract. Any contract resulting from this RFP shall be structured as a fixed-fee contract.

### **2. RFP INQUIRIES AND RESPONSES**

- a. **Inquiry Submission.** Respondents must submit all inquiries, exceptions, or additions regarding this RFP, including without limitation, requests for clarifications or modifications to the RFP, by electronic mail (with the subject line titled “2015-11 RFP Questions”) to the Issuing Officer identified in RFP, Part I, Section 2: Issuing Officer no later than the deadline to submit inquiries to NHLC Issuing Office specified in Table 1: Schedule of Events. Respondents must cite the relevant RFP title, RFP number, page, section, and paragraph in the inquiry submission. Respondents must not contact the Issuing Officer by telephone with any inquiries.
- b. **NHLC Responses to Inquiries.** The NHLC intends to issue official responses, in its discretion, to inquiries submitted on or before the deadline specified in Table 1: *Schedule of Events*. The NHLC may consolidate and/or paraphrase inquiries for sufficiency and clarity. Oral statements, representations, clarifications and modifications shall not be binding upon the NHLC. The Issuing Officer anticipates posting official answers to the questions on the NHLC website at [www.nh.gov/liquor](http://www.nh.gov/liquor) by the date specified in Table 1: *Schedule of Events*.

### **3. AMENDMENT TO THE RFP**

The NHLC may amend this RFP at any time and at its sole discretion. The NHLC will post any amendments to the RFP on the NHLC official website located at [www.nh.gov/liquor](http://www.nh.gov/liquor). In the event the NHLC determines it necessary to amend this RFP, the NHLC may extend deadlines and/or invite submission of additional information from respondents at any time, as the NHLC deems appropriate and at its sole discretion. Respondents are responsible for checking the website periodically for any new information or amendments to the RFP. The NHLC shall not be bound by any verbal information, and any written information that is not contained within the RFP or formally issued as an amendment by the Issuing Officer.

### **4. PROPOSAL FORMAT**

Respondents must submit a complete response to this RFP using the format specified in Part III of this RFP. An official authorized to bind the respondent to the Proposal must sign the Proposal. If the official signs the Proposal Cover Sheet and the Proposal Cover Sheet is attached to the Proposal, the requirement will be met. Proof of signatory authorization must be included with the Proposal submission.

### **5. ECONOMY OF PREPARATION**

Proposals should provide a straightforward, concise description of the respondent's ability to meet the requirements of the RFP.

### **6. PROPOSALS AND AWARDS**

The NHLC intends to award a contract to a respondent as a result of this RFP.

Notwithstanding the foregoing or any provision of this RFP to the contrary, the NHLC reserves the right, at any time and in its sole discretion, to reject any or all Proposals, wholly or in part, and/or to award to multiple contracts to one or more respondents, wholly or in part.

A contractor will not retain any exclusive rights to provide the services and supplies described in this RFP process during the term of a contract or any extension thereto. The NHLC may, at its sole discretion, obtain services and related materials from other contractors.

## **7. PROPOSAL SUBMISSION**

- a. **Proposal Submission Deadline:** Proposals must be submitted in hard copy and clearly marked “New Hampshire Liquor Commission, Response to RFP 2015-11” and as specified in Section 7: *Proposals*. Proposals must be submitted to the Issuing Office no later than the Closing Date and Time in Table 1: *Schedule of Events*. Any respondent who elects to mail its Proposal must allow sufficient mail delivery time to ensure timely receipt of its Proposal. The NHLC accepts no responsibility for mislabeled, damaged or delayed mail. Proposals will not be accepted via electronic mail or facsimile transmission. The receipt of a Proposal by the state’s mail system does not qualify as receipt of a Proposal by the Issuing Office.
  - i. If due to inclement weather, natural disaster or any other cause, the location to which Proposals are to be returned is closed on the Closing Date and Time in Table 1: *Schedule of Events*, the deadline for submission shall be automatically extended until the next NHLC business day on which the Issuing Office is open, unless the respondents are otherwise notified by the Issuing Office. The time for submission of Proposals shall remain the same. Proposals not submitted by the Closing Date and Time in Table 1: *Schedule of Events* or as otherwise extended pursuant to this RFP will be rejected.
- b. **Proposal Receipt:** A Proposal will be considered received on the date and time of the NHLC’s receipt as officially documented by the NHLC.
- c. Proposal Information
  - i. Proposals from all interested Bidders qualified to provide services listed within will be received until the deadline date in Table 1: *Schedule of Events*. Proposal packages will not be accepted after that time. The Proposal packages may be delivered to the address below and identified on the outside of the envelope as:

Proposals:            Courier Delivery Only  
New Hampshire Liquor Commission  
50 Storrs Street  
Concord NH 03301  
ATTN: “John Tower, RFP 2015-11”

By Mail Only

New Hampshire Liquor Commission

ATTN: "John Tower, RFP 2015-11"

Post Office Box 503

Concord NH 03302-0503

From: Company/Bidders Name

Address of Bidders

Phone No. Of Bidders

Fax No. of Bidders

Email Address:

- ii. Bidders are advised to carefully read and complete all information requested in this RFP. If the Bidder's response to this RFP does not comply with the conditions for submittal to this RFP, **it may be considered unacceptable by the NHLC and may be rejected without further consideration.**
- iii. A draft agreement presented as Exhibit B is attached for informational purposes to inform the Bidders of the type of Agreement that will be used for the prosecution of this work. Bidders are instructed to thoroughly familiarize themselves with the terms, covenants, and conditions of the draft Agreement. The successful Bidders will be required to execute a similar agreement with the NHLC
- iv. It is the NHLC's intention to award the contract to one Bidder. The NHLC will make the final determination in its sole judgment as to which Bidder(s) and Proposal(s) are the most advantageous.
- v. The contents of the Proposal of the successful respondent(s) will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent's Proposal in the event of any inconsistency or ambiguity;
- vi. Under the laws of the State of New Hampshire, a Proposal may be considered public record, and if determined to be so, must be made available for inspection and copying by any citizen of New Hampshire. Therefore, the NHLC cannot guarantee the confidentiality of any proprietary or otherwise sensitive information. Confidential or Proprietary information must be marked as such on each page and may be submitted in a separate envelope, sealed and marked "**Confidential Information**". It is understood, however, that the NHLC will have no liability for disclosure of such information contained in or with any Proposal. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to disclosure, unless exempted under the New Hampshire Right to Know Act.

- vii. No Proposal may be withdrawn after it has been submitted to the NHLC unless the Bidder so requests by letter and such request by letter is received by the NHLC before the deadline for receiving Proposals. Any request for withdrawal after the deadline must be made in writing and may be denied in the NHLC's sole discretion.
  - viii. A respondent may modify its Proposal by withdrawing its Proposal and submitting a new sealed Proposal that complies with the requirements of this RFP, but only if the respondent withdraws and resubmits its Proposal prior to the Closing Date and Time in Table 1: *Schedule of Events*.
  - ix. In submitting the Proposal, the Bidder agrees that the Proposal will remain valid for one hundred eighty (180) calendar days after the closing date for submission of Proposals and may be extended beyond that by mutual agreement.
- d. Interpretation of Proposal Document
- i. If discrepancies or omissions are found by any prospective Bidder or there is doubt as to the true meaning of any part of this RFP, a written request for clarification or interpretation shall be submitted to Craig W. Bulkley, Director of Administration, NHLC , prior to Deadline date for inquiries in Table 1: *Schedule of Events* (cbulkley@liquor.state.nh.us)
  - ii. The NHLC is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addendum. All communication will be via email using cbulkley@liquor.state.nh.us

## **8. EVALUATION OF PROPOSALS AND CRITERIA**

- a. Each Proposal submitted to the NHLC will be evaluated based on experience, and capacity to perform as required for various future projects.
  - i. The Proposals will be evaluated to determine whether they conform to the requirements of the RFP. Those Proposals failing to meet the requirements, including completeness, format and content, may be rejected without further evaluation, and Bidders will be so informed in writing.
  - ii. If, for any reason, the NHLC in its sole discretion is unable to select any of the Bidders, the NHLC reserves the right to negotiate contracts with other service providers outside the RFP process.

## **9. PROHIBITED COMMUNICATIONS**

From the issue date of this RFP until the effective date of a resulting contract with any respondent, the Issuing Officer shall serve as the sole point of contact concerning this RFP. Respondents are prohibited from distributing any part of their Proposals except to the Issuing Office as required under this RFP. Except for contacts with the Issuing Officer as permitted by this RFP, respondents are prohibited from contacting or lobbying any NHLC personnel or evaluation committee members regarding this RFP. Any respondent's attempt to improperly influence the evaluation of Proposals and selection of a respondent may result in the disqualification and elimination of that respondent from this RFP procurement process. If the NHLC later discovers that the respondent has engaged in any communications prohibited under this RFP, the NHLC may

reject the offending Proposal or rescind a contract award, without any liability to the respondent. Respondents are prohibited from distributing any part of their Proposals except to the Issuing Office as required under this RFP.

#### **10. VALIDITY OF PROPOSAL**

- a. By submitting a Proposal, a respondent acknowledges and agrees that:
  - i. Its Proposal shall remain in effect and is binding on the respondent for a period of one hundred and eighty (180) days following the Closing Date and Time in Table 1: *Schedule of Events*;
  - ii. The contents of the Proposal of the successful respondent will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent's Proposal in the event of any inconsistency or ambiguity;
  - iii. The respondent waives any right to withdraw or modify its Proposal, except as permitted in the RFP;
  - iv. Proposals are irrevocable unless the Proposal is withdrawn as permitted under this RFP or the expiration of 180 days from the Closing Date and Time in Table 1: *Schedule of Events*. A respondent must submit a written request to withdraw a Proposal that is signed by an authorized representative of the respondent and submitted to the Issuing Officer prior to the Closing Date and Time in Table 1: *Schedule of Events*. If a respondent attempts to provide such written notice by facsimile transmission, the NHLC shall not be responsible or liable for errors in facsimile transmission. A respondent may modify its Proposal by withdrawing its Proposal and submitting a new sealed Proposal that complies with the requirements of this RFP, but only if the respondent withdraws and resubmits its Proposal prior to the Closing Date and Time in Table 1: *Schedule of Events*.

#### **11. NON-COMMITMENT**

Notwithstanding any provision of this RFP to the contrary, this RFP does not commit the NHLC to award a contract. By submitting a Proposal, a respondent acknowledges and agrees that the NHLC may, at any time and in its sole discretion, and without any liability to a respondent, reject any and all Proposals, or any portions thereof; cancel this RFP; and solicit new Proposals under another acquisition process.

#### **12. RESPONDENTS' COSTS AND EXPENSES**

By submitting a Proposal, a respondent acknowledges and agrees that the NHLC is not responsible or liable for any costs or expenses incurred by a respondent in connection with its participation in this procurement process, including, but not limited to: (1) any costs or expenses incurred by a respondent in relation to the preparation of a Proposal or a respondent's participation at the pre-Proposal conference or oral presentation and discussions, and other RFP processes and events; and (2) costs and expenses associated with any work performed by a respondent prior to the effective date (date of Liquor Commission and Attorney General's Office approval) of a contract with the respondent.

#### **13. PROPERTY OF STATE**

The Proposal and all material received in response to this RFP shall become the property of the NHLC and

will not be returned to respondents. By submitting a Proposal, a respondent acknowledges and agrees that the NHLC may, at its sole option, use any or all ideas not protected by intellectual property rights that are presented in any Proposal regardless of whether the Proposal becomes part of a contract. Notwithstanding any respondent copyright designations contained on Proposals, the NHLC shall have the right to make copies and distribute Proposals internally and to comply with public record or other disclosure requirements under the provisions of any the State of New Hampshire or United States statute or regulation, or rule or order of any court of competent jurisdiction.

**14. DISCUSSIONS FOR CLARIFICATION**

The NHLC may require, at its discretion, respondents who submit Proposals to provide the NHLC with oral and/or written clarification of their Proposal to the NHLC to ensure thorough mutual understanding and respondent responsiveness to the solicitation requirements. The Issuing Officer will initiate requests for clarification. The NHLC reserves the right to recall any respondents for additional discussions as it deems necessary.

**15. PRESENTATIONS**

The NHLC may, at its discretion require a respondent to participate in oral and/or written presentations on any aspects of its Proposal. Respondents may also be required to demonstrate any product(s) and/or service(s) proposed at the NHLC site.

**16. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT**

No equipment can be connected to the NHLC network at this time.

**17. CONTRACT TERMS AND CONDITIONS**

The NHLC's standard terms and conditions are set forth in Appendix A of this RFP. In the event of any conflict between the NHLC's terms and conditions and any portion of a Proposal, the NHLC's terms and conditions shall take precedence and supersede any and all such conflicting provisions contained in a Proposal, at the sole discretion of the NHLC. Additionally, any resulting contract may include additional provisions provided that they are agreed to by the NHLC and in a form and substance as prescribed by the NHLC. The failure of a selected respondent to reach agreement with the NHLC on contractual terms, conditions and other provisions may result in cancellation of the selection as described in this RFP.

**18. CONFIDENTIALITY/SENSITIVE INFORMATION**

The selected respondent may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a confidentiality agreement.

**19. DISCLOSURE OF PROPOSALS**

- a. **Respondent Obligation.** A respondent must maintain the confidentiality of its Proposal until the effective date of a resulting contract with any respondent. A respondent's disclosure or distribution of its Proposal to any individual or entity, other than the Issuing Office, prior to the effective date may be grounds for disqualification at the discretion of the NHLC.
- b. **NHLC Obligation.** The NHLC shall maintain the confidentiality of each Proposal until a contract award is made as contemplated under N.H. RSA 21-I:13-a, II. Following an award as contemplated in RSA 21-



I:13-a, II, the NHLC will disclose all Proposals in accordance with applicable law and regulations, including, but not limited to, N.H. RSA Chapter 91-A, the Right to Know Law. Any respondent who determines that it must divulge any confidential, commercial or financial or other information not subject to public disclosure under applicable laws and regulations, (collectively referred to as “Respondent Confidential Information”), must submit in its Proposal a signed written statement describing in detail the nature of the Respondent Confidential Information and the grounds for its position that the Respondent Confidential Information is exempt from public disclosure under applicable law and regulations, including but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A; and submit a redacted version of its Proposal that removes only the Respondent Confidential Information along with an unredacted Proposal.

## **20. CONDITIONAL NATURE OF AGREEMENT**

Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account.

## **21. BEST AND FINAL OFFERS**

The NHLC may, at its sole discretion, solicit Best and Final Offers (“BAFOs”) from respondents who have submitted responsive Proposals and which have been determined to be reasonably possible of selection for a contract award.

- a. Respondents will be given opportunity to respond with a BAFO under a procedure defined by the NHLC which may include one (1) or more of the following:
  - i. Enter into pre-selection discussions:
    1. Schedule written and/or oral presentations or scripted demonstrations; and/or
    2. Request revised Proposals.
- b. The NHLC will evaluate BAFOs against Criteria for Selection found in Part IV, Section IV-3. The NHLC will conduct BAFO proceedings uniformly, the BAFOs will be subject to solicitation by the NHLC and NHLC’s timely receipt of responses pursuant to schedule set by the NHLC. Respondents are encouraged to submit their best price as part of their initial Proposal and not to assume there will be an opportunity to provide a BAFO at a later date.

## **22. NEWS RELEASES**

Respondents shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this project without prior written approval of the NHLC, and only in coordination with the Issuing Office.

## **23. RESPONDENT’S REPRESENTATIONS AND AUTHORIZATIONS**

By submitting a Proposal, a respondent agrees, represents and acknowledges that:

- a. All information provided by, and representations made by, the respondent in its Proposal are material and important and may be relied upon by the NHLC in awarding a contract;
- b. Any misstatement, omission or misrepresentation by a respondent shall constitute fraudulent concealment from the Issuing Office of the true facts relating to the Proposal submission;
- c. The respondent has arrived at the price(s), amounts, terms and conditions in its Proposal independently and without consultation, communication or agreement with any other respondent or potential respondent, and without effort to preclude the NHLC from obtaining the best possible competitive Proposal. The respondent has not disclosed the price(s), the amount of the Proposal nor the approximate price(s) or amount(s) of its Proposal to any other firm or person, including but not limited to, a respondent or potential respondent for this RFP;
- d. The respondent has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a Proposal in response to this RFP or to submit a Proposal higher than this Proposal or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal; and
- e. The respondent makes its Proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

#### **24. METHOD OF AWARD**

The NHLC evaluation committee will select a Proposal(s) based on criteria set forth in Part IV. The evaluation committee may consist of senior staff member(s) of the NHLC. The evaluation committee will submit a recommendation on its selection of a Proposal(s) to the NHLC Commissioners for final approval. The responsible respondent(s) whose Proposal(s) the NHLC determines to be the most advantageous to the State of New Hampshire, after taking into consideration all of the evaluation factors, shall be notified in writing of its selection for contract discussions. The resulting contract(s) will be based on the standard terms and conditions contained in Attachment A, and modifications and additions to the standard clauses acceptable to the NHLC in its discretion. If the NHLC is unable to reach agreement with a respondent(s) during contract discussions, the NHLC may, at its sole discretion and at any time, reject and cancel the first respondent selection and commence contract discussions with the next highest ranked respondent, and continue on in this manner at its discretion. The NHLC may, at its sole discretion, terminate any contract discussions, as it deems appropriate and at any time.

#### **25. USE OF ELECTRONIC VERSIONS OF THIS RFP**

This RFP is available in electronic form. If a respondent accepts the RFP in electronic form, the respondent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the respondent's possession or relied upon by the respondent, and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

### PART III - INFORMATION REQUIRED FROM THE RESPONDENT

Proposals must be submitted in the following format, including heading descriptions:

**1. SERVICES:**  
**PREVENTATIVE MAINTENANCE (PM) - FIXED COST BY STORE**

ST	LOCATION	SPRING PM	FALL PM	EMS (perform 2x year)	AIR HANDLER	MOTOR	2 ADD'L FILTER REPLACE	TOTAL PM
7	Littleton							
9	Dover							
25	Stratham							
38	Portsmouth							
44	Bristol							
46	Ashland							
62	Raymond							

ST	LOCATION	SPRING PM	FALL PM	QUARTER FILTER CHANGE (4x year)	EMS (perform 2x year)	AIR HANDLER	MOTOR	2 ADD'L FILTER REPLACE	TOTAL PM
HQ	Concord								
2	W Chesterfield								
15	Keene								
66	Hooksett- N								
67	Hooksett- S								
69	Nashua								
73	Hampton- S								
76	Hampton- N								

**2. SERVICES OTHER THAN PREVENTATIVE MAINTENANCE:**

Charges shall consist of actual time at the job site. An estimate of hours required and number of workers needed to complete a requested service will be provided to the Liquor Commission by the Contractor at the time the Contractor schedules the work.

Hourly Charges: (This estimate is on services other than the Preventative Maintenance.)

- Below include a breakdown of hourly rates for EMS and Mechanical/HVAC)

**EMS** Mon. thru Fri. - Regular Hours \$ \_\_\_\_/hour x

Weekends, Holidays, and

After-Scheduled Working Hours \$ \_\_\_\_/hour

**Mechanical** Mon. thru Fri. - Regular Hours \$ \_\_\_\_/hour

Weekends, Holidays, and

After-Scheduled Working Hours \$ \_\_\_\_/hour

Please indicate as a Percentage. \_\_\_\_%

Mileage Charge: Mileage shall be from portal to portal or the distance from the previous worksite to the next worksite, whichever is less.

Rate per Mile \$ \_\_\_\_.

**3. PRIOR EXPERIENCE**

Include a summary of your company's experience with emphasis on the retail environment. Experience shown should be work done by individuals who will be assigned to this project, as well as that of your company. Experience should include projects completed for retail businesses where the size and scope are similar to the size of the NHLHC and the size and scope of this project. Experience referred to should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHLHC reserves the right to contact any and all persons listed by the respondent concerning past work experience.

**4. SUBCONTRACTOR**

The use of subcontractors on this project must be approved by the NHLHC in advance of any work being done by that subcontractor.

**5. OBJECTIONS & ADDITIONS TO STANDARD CONTRACT TERMS & CONDITIONS AND/OR AGREEMENT STANDARDS**

The respondent must identify which, if any, of the terms and conditions contained in Appendix A of this RFP it desires to negotiate, and the additional terms and conditions the respondent would like to add to the standard contract terms and conditions. The respondent's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the NHLC may consider late objections and additional requests, if it is in the best interests of the State of New Hampshire and the NHLC. The NHLC may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and/or agreement standards. The respondent shall not request changes to other provisions of the RFP; nor shall the respondent request to completely substitute its own terms and conditions for Appendix A. All terms and conditions must appear in one (1) integrated contract. The NHLC will not accept references to the respondents, or any other, online guides or online terms or conditions contained in any Proposal.

**3. INVOICING:**

- 3.1. All invoices must include detail of work performed, dates and location of service and prices, a separate work order must be made on each unit and sent in with the invoice for payment. Any work performed above preventative maintenance will be billed on a separate invoice. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the New Hampshire State Liquor Commission business office.
- 3.2. All invoices must be submitted within 30 days of the fiscal year-end, (June 30<sup>th</sup>) of each year for work completed within the current fiscal year. It is the contractor's further responsibility to ensure that they have been paid within 60 days from the time of submittal. If invoices haven't been submitted within the above mentioned time frame, approval will be required from The Governor and Executive Council prior to any processing of payments, which will delay the payment process.
- 3.3. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.
- 3.4. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in

## **PART IV - CRITERIA FOR SELECTION**

### **1. MANDATORY RESPONSIVENESS REQUIREMENTS**

To be eligible for selection, a Proposal must be:

1. Timely received from a respondent; and
2. Properly signed by the respondent's authorized representative, coversheet is provided in Appendix B.

The NHLC reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a Proposal.

### **2. REVIEW AND EVALUATION**

The Issuing Office plans to utilize a committee of qualified personnel to review and evaluate timely submitted Proposals. The Issuing Office will notify in writing of its selection contract discussions the responsible respondent whose Proposal is determined to be the most advantageous to the State of New Hampshire as determined by the NHLC after taking into consideration all of the evaluation factors.

### **3. CRITERIA FOR SELECTION**

The NHLC has established the weight for the evaluation criteria for this RFP as specified in the following table:

<u>Criteria</u>	<u>Percent</u>
Overall Engagement Price	50%
Demonstrate prior experience	25%
Capacity to Perform in a Timely Manner	25%

The following criteria will be used in evaluating each Proposal:

**Overall Engagement Price** – This refers to the professional fees and expenses.

**Retail Experience** – This refers to the respondent's prior experience performing the services listed within.

**Capacity** – This refers to the respondent's organizational capacity to handle the services including having the adequate employees and related experience to meet the project needs and potentially aggressive time lines.

**EXHIBIT A**  
**NO RESPONSE FORM**

**Response to Request for Proposal for HVAC Preventative Maintenance and Service**

Responders not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (603)271-3897

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Reason for NO RESPONSE:

☐ Don't handle goods/service

☐ Unable to respond due to current staff availability and/or business conditions

☐ Insufficient time

☐ Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

\_\_\_\_\_

☐ Other: \_\_\_\_\_

This *NO* response is authorized by: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Please check one: ☐ Retain our company on the mailing list for future solicitations.

☐ Please remove our company from the mailing list for this commodity or service

## EXHIBIT B

Subject: \_\_\_\_\_

### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation \$
1.9 Contracting Officer for State Agency Steven Kiander, CFO		1.10 State Agency Telephone Number 603-230-7010	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____ On, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature		1.15 Name/Title of State Agency Signatory  Joseph W. Mollica , Chairman  Michael R. Milligan, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> ) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) By: _____ On: _____			
1.18 Approval by Governor and Council By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/ COMPLETION OF SERVICES.**

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement, ("Effective Date")

3.2. If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1. The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3. The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4. Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payment authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2. During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplement by the regulations of the United State Department of Labor (41 C.F.R. Part 60), and with any rules, regulation and guidelines as the State New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1. The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2. Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other persons, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3. The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

**8. EVENT OF DEFAULT/REMEDIES.**

8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1. failure to perform the Services satisfactorily or on schedule;
- 8.1.2. failure to submit any report required hereunder; and/or
- 8.1.3. failure to perform any other covenant, term or condition of this Agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1. give the contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absense of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2. give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Defaults; and/or.
- 8.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESEVATION.**

9.1. As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda papers, and documents, all whether finished or unfinished.

9.2. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon terminaiton of this Agreement for any reason .

9.3. Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR’S RELATION TO THE STATE.**

In the performance of this Agreement the Contractor is in all respects and independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitutue a waiver of the sovereign immunity of the State, which immunity is hereby reseved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than \$250,00 per claim and \$2,000,000 per occurrence: and

14.1.2. fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2. The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

14.3. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under the Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modified of the policy.

**15. WORKER’S COMPENSATION.**

15.1. By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance, with or exempt from, the requirements of N.H. RSA chapter 281-A (*“Workers’ Compensation”*)

15.2. To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers’ Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers’ Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers’ Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH** No failure by the State to enforce any provisions herof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default;, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE** Any notice by a party hereto to the pther party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein be reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials\_\_\_\_\_

Date\_\_\_\_\_

**EXHIBIT C**  
**PROPOSAL AND ADDENDUM ACKNOWLEDGEMENT**

**Response to Request for Proposal for HVAC Preventative Maintenance and Service**

The Bidder acknowledges it has carefully examined the RFP and draft Agreement.

The Bidder warrants that if Proposal is accepted, Bidder will contract with the NHLHC and comply with the requirements of the RFP and draft Agreement. Bidder agrees to deliver an executed Agreement to the NHLHC within two (2) weeks of notification of acceptance of his/her Proposal and receiving agreement from NHLHC.

I, the undersigned, guarantee our Proposal meets or exceeds specifications contained in the RFP document.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. Our firm will comply with all provisions and conditions as specified.

I affirm that I am duly authorized to execute this potential contract; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other Bidder(s); and that the contents of this Proposal as to terms, or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other Bidder(s) or to any other person(s) engaged in this type of business prior to the official opening of the Proposal.

I also affirm that I have received and examined all Addenda that have been issued under this RFP as listed and initialed below:

Addendum No. _____	Dated: _____	Initialed _____
Addendum No. _____	Dated: _____	Initialed _____
Addendum No. _____	Dated: _____	Initialed _____
Addendum No. _____	Dated: _____	Initialed _____

Company Name and Name of Bidders: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address of Bidders: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**  
**LIST OF STORE LOCATIONS**

<b>ST</b>	<b>LOCATION</b>	<b>MANAGER/ CONTACT</b>	<b>ADDRESS</b>	<b>PHONE</b>	<b>WEEKDAY HOURS</b>	<b>SATURDAY HOURS</b>	<b>SUNDAY HOURS</b>
<i>HQ</i>	Concord	John Tower	50 Storrs St., Ames Plaza Concord, NH 03302	271-1710	8:00 am - 4:30 pm	N/A	N/A
2	W Chesterfield	Tammy Solomon	PO Box 177, 100B Route 9, West Chesterfield, NH 03466	256-6482	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
7	Littleton	Carolyn Aldrich	568 Meadow Street, Globe Shp Ctr Littleton, NH 03561	444-5726	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
9	Dover	Mike O'Connor	47 Chestnut Street Dover, NH 03820	742-3738	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
15	Keene	Cheryl Caron	6 Ash Brook Court Keene, NH 03431	352-1568	9:00 am - 8:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
25	Stratham	Nichole Wilson	Kings Hgwy Plz, Kings Hwy, 28B Portsmouth Ave., Stratham, NH 03885	772-2021	9:00 am - 7:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
38	Portsmouth	Mike Smith	Portsmouth Circle, 605 US Interstate By-Pass, Portsmouth, NH 03801	436-4806	8:00 am- 9:00 pm	8:00 am- 9:00 pm	9:00 am- 9:00 pm
44	Bristol	Pat Bolduc	20 Lake Street Bristol, NH 03222	744-2484	10:00 am - 6:00 pm Friday 10:00 am-7:00pm	10:00 am - 7:00 pm	10:00 am - 5:00 pm
46	Ashland	Rick Risteen	46 North Main Street Ashland, NH 03217	968-7556	9:00 am - 6:00 pm Friday 9:00 am-7:00pm	9:00 am - 7:00 pm	10:00 am - 5:00 pm
62	Raymond	Michelle Markiewicz	Raymond Shp Ctr, Route 27, RFD 2 Raymond, NH 03077	895-2286	10:00 am - 6:00 pm Friday 10:00 am-8:00pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
66	Hooksett	Jim Haggis	I-93 North, Route 3A, PO Box 16296 Hooksett, NH 03106	485-5663	9:00 am- 9:00 pm Friday close 10:00 pm	9:00 am- 9:00 pm	9:00 am - 8:00 pm
67	<i>Hooksett</i>	Brian Lahey	I-93 South, 25 Springer Road Hooksett, NH 03106	485-5816	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am - 9:00 pm

<b>ST</b>	<b>LOCATION</b>	<b>MANAGER/ CONTACT</b>	<b>ADDRESS</b>	<b>PHONE</b>	<b>WEEKDAY HOURS</b>	<b>SATURDAY HOURS</b>	<b>SUNDAY HOURS</b>
69	<i>Nashua</i>	Rich Theriault	25 Coliseum Avenue Nashua, NH 03063	882-4670	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am - 6:00 pm
73	<i>Hampton- S</i>	Steve Hutchins	I-95 South, PO Box 1993 Hampton, NH 03843	926-3272	8:00 am- 9:00 pm	8:00 am- 9:00 pm	8:00 am- 9:00 pm
76	<i>Hampton- N</i>	Craig Boudreau	I-95 North, PO Box 2081 Hampton, NH 03843-2081	926-3374 Fax:926-8803	8:00 am- 9:00 pm	8:00 am - 9:00 pm	8:00 am - 9:00 pm